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**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: ASBESTOS PRODUCTS : MDL DOCKET No. 875
LIABILITY LITIGATION (No. VI) : (MARDOC)

THIS DOCUMENT RELATES TO
THE CASES AND DEFENDANTS
LISTED ON EXHIBIT A

FILED CIVIL ACTION NO.
JUL 10 2013 02-MD-875 -file

MICHAEL E. KUNZ, Clerk
By JDP Dep. Clerk

ORDER

AND NOW, this 9th day of July, 2013, upon consideration of the motions to dismiss and motions for summary judgment listed on Exhibit A¹ regarding the alleged culpability of previously dissolved Delaware corporations, as well as the plaintiffs' responses (see 02-md-875, ECF No. 2060) and the replies, it is hereby **ORDERED** that the motions are **GRANTED**²

¹ There are 120 motions listed on Exhibit A, which represent the motions filed on this issue from MARDOC Groups 1 and 2. The identical motions filed in cases outside of those groups will be resolved after their applicable dispositive motions deadlines. Thompson Hine, LLP filed 97 motions to dismiss on behalf of United Fruit Steamship Corporation ("United Fruit Steamship") (see 02-md-875, ECF No. 1978), Dolphin Steamship Corporation ("Dolphin Steamship") (see 02-md-875, ECF No. 1979), Canterbury Shipping Corporation ("Canterbury Shipping") (see 02-md-875, ECF No. 1980), Allied-Ashland Tankers, Inc. ("Allied-Ashland") (see 02-md-875, ECF No. 1981), and Hess Tankship Company ("Hess Tankship") (see 02-md-875, ECF No. 2041). Mendes & Mount, LLP filed 23 motions for summary judgment on behalf of Pocahontas Steamship Company ("Pocahontas Steamship"), Pocahontas Fuel Company ("Pocahontas Fuel"), Pocahontas Coal Company ("Pocahontas Coal"), and ConocoPhillips Company/Conoco Inc. ("ConocoPhillips") (see 11-cv-30089, ECF No. 109).

² In these cases, the plaintiffs contend that they were exposed to injury-causing asbestos aboard sea-going vessels for which the defendants are responsible. All but one of the cases originated in the District Court for the Northern District of Ohio. The remaining case, Culpepper v. Foster Wheeler Co., et al., 11-cv-45882, arrived from the District Court of the Virgin Islands. All of the cases were transferred to this Court as part of the maritime docket (MARDOC) asbestos multidistrict litigation, 02-md-875. In the current motions, six of the defendants contend that they were Delaware corporations which were dissolved more than three years before the plaintiffs filed their cases. As a result, they claim that they lack the capacity to be sued and should be dismissed from the cases. Two of the remaining defendants, Pocahontas Fuel and Pocahontas Coal, seek dismissal as no allegations have been brought against them. The final defendant, ConocoPhillips, asserts that plaintiffs cannot pierce Pocahontas Steamship's corporate

veil in order to shift its liabilities to ConocoPhillips.

I. Legal Standards

A. Federal Rule of Civil Procedure 12(b)(6) Dismissal Standard

In considering a motion to dismiss for failure to state a claim upon which relief can be granted under Federal Rule of Civil Procedure 12(b)(6), the court must “accept as true all allegations in the complaint and all reasonable inferences that can be drawn therefrom, and view them in the light most favorable to the non-moving party.” DeBenedictis v. Merrill Lynch & Co., Inc., 492 F.3d 209, 215 (3d Cir. 2007) (internal citations omitted). In order to withstand a motion to dismiss, a complaint’s “[f]actual allegations must be enough to raise a right to relief above the speculative level.” Bell Atl. Corp. v. Twombly, 550 U.S. 544, 555 & n. 3 (2007). This “requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do.” Id. at 555 (internal citation omitted). Although a plaintiff is entitled to all reasonable inferences from the facts alleged, a plaintiff’s legal conclusions are not entitled to deference and the court is “not bound to accept as true a legal conclusion couched as a factual allegation.” Papasan v. Allain, 478 U.S. 265, 286 (1986).

The pleadings must contain sufficient factual allegations so as to state a facially plausible claim for relief. See, e.g., Gelman v. State Farm Mut. Auto. Ins. Co., 583 F.3d 187, 190 (3d Cir. 2009). A claim possesses such plausibility “when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged.” Id. (quoting Ashcroft v. Iqbal, 556 U.S. 662 (2009)). In deciding a Rule 12(b)(6) motion, the court is to limit its inquiry to the facts alleged in the complaint and its attachments, matters of public record, as well as undisputedly authentic documents if the complainant’s claims are based upon these documents. See Jordan v. Fox, Rothschild, O’Brien & Frankel, 20 F.3d 1250, 1261 (3d Cir. 1994); Pension Benefit Guar. Corp. v. White Consol. Indus., Inc., 998 F.2d 1192, 1196 (3d Cir. 1993).

B. Federal Rule of Civil Procedure 56 Summary Judgment Standard

Summary judgment is appropriate if there is no genuine dispute as to any material fact and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56(a). “A motion for summary judgment will not be defeated by ‘the mere existence’ of some disputed facts, but will be denied when there is a genuine issue of material fact.” Am. Eagle Outfitters v. Lyle & Scott Ltd., 584 F.3d 575, 581 (3d Cir. 2009) (quoting Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 247-248 (1986)). A fact is “material” if proof of its existence or non-existence might affect the outcome of the litigation, and a dispute is “genuine” if “the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” Anderson, 477 U.S. at 248.

In undertaking this analysis, the court views the facts in the light most favorable to the non-moving party. “After making all reasonable inferences in the nonmoving party’s favor, there is a genuine issue of material fact if a reasonable jury could find for the nonmoving party.”

Pignataro v. Port Auth. of N.Y. & N.J., 593 F.3d 265, 268 (3d Cir. 2010) (citing Reliance Ins. Co. v. Moessner, 121 F.3d 895, 900 (3d Cir. 1997)). While the moving party bears the initial burden of showing the absence of a genuine issue of material fact, meeting this obligation shifts the burden to the non-moving party who must “set forth specific facts showing that there is a genuine issue for trial.” Anderson, 477 U.S. at 250.

C. The Viability of Dissolved Corporations and Choice of Law

All of the relevant defendants were incorporated in Delaware. Therefore, the Court looks to Delaware law to determine their capacity to be sued. Fed. R. Civ. P. 17(b)(2) (providing that the “[c]apacity to sue or be sued is determined . . . for a corporation, by the law under which it was organized”). Typically, “dissolution of a corporation terminates all rights of litigation against the corporation unless expressly preserved by the incorporating statute.” Showers v. Cassiar Asbestos Corp., Ltd., 574 F. Supp. 322, 323 (E.D. Pa. 1983) (citing Stone v. Gibson Refrigerator Sales Corp., 366 F. Supp. 733, 734 (E.D. Pa. 1973)). Under the applicable Delaware statute, after a corporation is dissolved, it “shall nevertheless be continued, for the term of 3 years from such [] dissolution or for such longer period as the Court of Chancery shall in its discretion direct . . . for the purpose of prosecuting and defending suits.” Del. Code Ann. tit. 8, § 278; Territory of U.S. Virgin Islands v. Goldman, Sachs & Co., 937 A.2d 760, 789 (Del. Ch. 2007) aff’d, 956 A.2d 32 (Del. Sup. Ct. 2008) (providing that “[t]he obvious intent of § 278 . . . was to establish a three-year period during which claims against a dissolved corporation could be brought. After that period expired, the only judgments that could be entered against the dissolved corporation were for claims that were brought before that period expired”). The Court of Chancery has not directed a different period of time for any of these defendants and plaintiffs do not contend otherwise. Thus, the three year limit is applicable in these cases.

D. Piercing the Corporate Veil and Choice of Law

In certain cases, it appears that plaintiffs are attempting to hold ConocoPhillips responsible for the actions of Pocahontas Steamship which they contend was briefly owned by a predecessor of ConocoPhillips. In order to attribute Pocahontas Steamship’s liabilities to its parent company, the plaintiffs must pierce the corporate veil. In that the plaintiffs in these cases allege that they were injured by asbestos while serving aboard sea-going vessels, thus meeting both the locality and connection tests, maritime law applies to these claims. See, e.g., Connor v. Alfa Laval, Inc., 799 F. Supp. 2d. 455 (E.D. Pa. 2011). The court must start from the proposition that “the corporate entity should be recognized and upheld, unless specific, unusual circumstances call for an exception.” Zubik v. Zubik, 384 F.2d 267, 273 (3d Cir. 1967). “The prerequisites for piercing a corporate veil are as clear in federal maritime law as in shoreside law: [The individual] must have used [the corporate entity] to perpetrate a fraud or have so dominated and disregarded [the corporate entity]’s corporate form that [the corporate entity] primarily transacted [the individual]’s personal business rather than its own corporate business.” Williamson v. Recovery Ltd. P’ship, 542 F.3d 43, 53 (2d Cir. 2008) (quoting Kirno Hill Corp. v. Holt, 618 F.2d 982, 985 (2d Cir. 1980)); see Zubik, 384 F.2d at 272 (concluding that “the appropriate occasion for disregarding the corporate existence occurs when the court must prevent

fraud, illegality, or injustice, or when recognition of the corporate entity would defeat public policy or shield someone from liability for a crime”). It is not sufficient to merely allege that the defendant is the sole owner of the corporation. Kirno Hill Corp., 618 F.2d at 985.

To determine whether an individual so dominated and disregarded a corporate entity’s corporate form, a court may consider several factors, including: (1) the intermingling of corporate and personal funds, (2) undercapitalization of the corporation, and (3) failure to maintain separate books and records or other formal legal requirements for the corporation.

Williamson, 542 F.3d at 53 (internal quotation marks omitted). Generally, unless the corporation is merely the alter ego of the defendant, created only to avoid the legal effect of its fraudulent actions, a court will not pierce the corporate veil. Am. Bell Inc. v. Fed’n of Tel. Workers of Pennsylvania, 736 F.2d 879, 889 (3d Cir. 1984).

II. Legal Discussion

A. Motions to Dismiss filed by United Fruit Steamship, Dolphin Steamship, Canterbury Shipping, Allied-Ashland, and Hess Tankship

All of the cases at issue were filed after 1986, when the Jaques Admiralty Law Firm began filing cases on behalf of seaman-plaintiffs in the Northern District of Ohio. Further, it is undisputed that these defendants were dissolved under Delaware law before 1983 and, thus, more than three years before any plaintiff brought his or her claim. Specifically, United Fruit Steamship was incorporated in Delaware on an unknown date and was voluntarily dissolved on October 6, 1976. Dolphin Steamship was incorporated in Delaware on November 1, 1948 and voluntarily dissolved on May 25, 1962. Canterbury Shipping was incorporated in Delaware on June 8, 1960 and voluntarily dissolved on August 2, 1971. Allied-Ashland was incorporated in Delaware on February 27, 1948 and voluntarily dissolved on October 4, 1954. Hess Tankship was incorporated in Delaware on May 27, 1953 and voluntarily dissolved on December 14, 1982. As a result, these defendants claim that they lack the capacity to be sued and should be dismissed from the cases. See Del. Code Ann. tit. 8, § 278.

Plaintiffs do not attempt to counter these facts but instead raise the following six questions and contend, without legal support, that until these questions are answered, it would be premature to dismiss the defendants: (1) “How is it that dissolved non-existent companies, who do not have the ‘capacity’ to act, are coming forward asking for relief from the Court?”; (2) “Is there insurance and/or protection and indemnity coverage?”; (3) “Who or what entity is actually coming forward? Is it a successor, a parent, an insurance carrier or a protection and indemnity association?”; (4) “By what authority does counsel speak on behalf of defunct companies? Who is counsel actually representing?”; (5) “Why would non-existent companies with no assets care or even bother to come forward? Whose interests are actually being protected?”; and (6) “Why would some [defendants] file answers to complaints which were filed beyond the 3 year period the dissolution statute allows and respond to discovery requests?”

These questions, instead of being directed to the relevant issue of whether the defendants were dissolved more than three years before they were sued, mainly go to whether there are other entities that might be responsible for injuries allegedly caused by the defendants, such as successor companies. While those questions are surely relevant to the plaintiffs, they are irrelevant to resolving whether these particular defendants are capable of being sued under Delaware law.

Showers v. Cassiar Asbestos Corp., Ltd., 574 F. Supp. 322 (E.D. Pa. 1983), is instructive on this issue. In that case, plaintiffs brought suit for alleged asbestos related injuries. 574 F. Supp. at 323. One defendant moved to dismiss as it was a dissolved Illinois corporation. Id. Under Illinois law, such a corporation has the capacity to be sued up to two years after its dissolution. Id. (citing 32 Ill. Ann. Stat. § 157.94). The court concluded that the defendant no longer had the capacity to be sued because the action fell outside of that window. Id. It also rejected the plaintiffs' contention that the action should proceed against the dissolved corporation as a vehicle for reaching its parent corporation, which was not a defendant. Id. at 324. The court held that the plaintiffs could have sued the parent corporation and attempted to pierce the corporate veil in order to impute the dissolved corporation's actions to the parent, but the dissolved corporation itself could not remain in the case. Id. The Court is faced with the exact same situation here. Plaintiffs could have served the various parent and successor organizations that hold assets from these dissolved corporations and attempted to pierce the corporate veil if the facts so warranted. Indeed, as discussed below, in some instances the plaintiffs did sue such parent companies. However, the plaintiffs may not maintain actions against the dissolved corporations themselves, as a stand-in for the parent corporations, because they lack the capacity to be sued.

In that there is no dispute that United Fruit Steamship, Dolphin Steamship, Canterbury Shipping, Allied-Ashland, and Hess Tankship were all corporations incorporated and dissolved under Delaware law more than three years before any of the plaintiffs filed their cases, they lack the capacity to be sued and must be dismissed from the cases at hand. Simply put, and contrary to their argument, the plaintiffs have not presented, and cannot present, any set of factual allegations which would provide a facially plausible claim for relief against these defendants. Gelman, 583 F.3d at 190.

B. Motions for Summary Judgment filed by Pocahontas Fuel, Pocahontas Coal, and ConocoPhillips

1. Pocahontas Steamship Company

Pocahontas Steamship was a Delaware corporation incorporated on March 16, 1923 and dissolved on January 14, 1971. Thus, like the defendants discussed above, it was dissolved more than three years before any of the plaintiffs filed his or her claims. For the reasons set forth above, in that there is no genuine dispute as to any material fact regarding this issue, summary judgment shall be awarded in favor of Pocahontas Steamship. Fed. R. Civ. P. 56(a).

2. Pocahontas Fuel Company and Pocahontas Coal Company

Pocahontas Fuel is named as a defendant in Damon v. A-C Product Liability Trust, et al., 11-cv-33623. However, it contends that “the plaintiff[] [does] not assert any Pocahontas Fuel sea time in their disclosures” and, thus, it seeks summary judgment. (11-33623, ECF No. 98, n.1). Plaintiff does not refute this contention. Instead, after recognizing that “[i]t is argued that Pocahontas Fuel was named as a Defendant but Plaintiffs did not assert any Pocahontas Fuel sea time[,]” plaintiff merely states that “Continental Oil is named as a Defendant and this case will not be voluntarily dismissed.” (02-md-875, ECF No. 2060, n.4). This observation does not refute the asserted lack of allegations against Pocahontas Fuel. Pocahontas Fuel has raised a genuine issue of material fact as to its culpability and plaintiff has failed to rebut it, as is his duty. Anderson, 477 U.S. at 250. Thus, summary judgment in this case shall be granted in favor of Pocahontas Fuel.

Likewise, Pocahontas Coal is named as a defendant along with Pocahontas Steamship in Briggs et al v. A-C Product Liability Trust, et al., 11-cv-31828. Pocahontas Coal contends that “plaintiffs attribute all sea time in [this case] to time aboard vessels associated with Pocahontas Steamship Company. It therefore appears that the true entity in issue is Pocahontas Steamship Company [and not Pocahontas Coal].” (11-31828, ECF No. 179, at 1). Plaintiff does not address this issue in his response. Having failed to dispute these material facts raised by defendant, the Court will grant Pocahontas Coal’s motion for summary judgment. Anderson, 477 U.S. at 250.

3. Conoco-Phillips Company/Conoco Incorporated

ConocoPhillips is a movant in seventeen of the motions. Unlike most of the other defendants, it has not been dissolved. It anticipates that plaintiffs will attempt to hold it responsible for asbestos-related injuries allegedly occurring aboard vessels under the control of Pocahontas Steamship, because a subsidiary of ConocoPhillips’s predecessor owned Pocahontas Steamship at one time. For the following analysis, it is unnecessary to recite the complicated corporate history, which has been laid out in defendant’s brief. (See 11-cv-30089, ECF No. 109, at 2-4). In their responses, plaintiffs indeed contend that in sixteen of the cases, ConocoPhillips should not be dismissed because its predecessor once may have owned Pocahontas Steamship for a very brief period of time and that this possible link should be further investigated. In the seventeenth case, Smith v. A C. & C. Inc., 11-cv-33516, ECF No. 123, plaintiff contends that ConocoPhillips’ liability is separate and distinct from any liability arising from Pocahontas Steamship vessels. Thus, the Court will not dismiss ConocoPhillips from Smith, and the discussion below therefore is limited to the sixteen cases in which the plaintiffs appear to be attempting to pierce the corporate veil.

As discussed above, under federal maritime law, essential to piercing the corporate veil is evidence of fraud or similar misbehavior while using the corporate form as a shield from liability. Zubik, 384 F.2d at 272. Similarly, under the state law of any of the related forums, such actions would remain predicates to liability. Pichierri v. Crowley, 08-cv-340, 2010 WL

and Defendants United Fruit Steamship Corporation, Dolphin Steamship Corporation, Canterbury Shipping Corporation, Allied-Ashland Tankers, Inc., Hess Tankship Company, Pocahontas Steamship Company, Pocahontas Fuel Company, Pocahontas Coal Company, and ConocoPhillips Company/Conoco Inc. shall be dismissed with prejudice from the appropriate cases as provided on Exhibit A.

AND IT IS SO ORDERED


EDUARDO C. ROBRENO, J.

7698031, at *5 (V.I. Super., May 18, 2010) (recognizing that “it is incumbent upon Plaintiff to demonstrate a link between the abuse of the corporate form and the fraud or injustice to which he is subject”); Dombroski v. WellPoint, Inc., 895 N.E.2d 538, 545 (Ohio Sup. Ct. 2008) (providing that, in order to pierce the corporate veil and reach the assets of a parent corporation, the movant must establish, inter alia, that the parent “exercised control over the corporation in such a manner as to commit fraud, an illegal act, or a similarly unlawful act”); Wallace ex rel. Cencom Cable Income Partners II, Inc., L.P. v. Wood, 752 A.2d 1175, 1183-84 (Del. Ch. 1999) (holding that “[p]iercing the corporate veil under the alter ego theory requires that the corporate structure cause fraud or similar injustice” and that “the corporation must be a sham and exist for no other purpose than as a vehicle for fraud”) (internal quotation marks omitted). Plaintiffs have not only failed to produce such evidence; they have not even raised such allegations. Instead, plaintiffs contend merely that because either a predecessor of ConocoPhillips, or a subsidiary of that predecessor, owned Pocahontas Steamship at some point, “[t]he details of what just took place here needs to be made known.” (02-md-875, ECF No. 2060, at 12). The court notes that, since discovery has closed in all of these cases and all dispositive motion deadlines have past, such additional investigation is not warranted. As a result, any attempt to hold ConocoPhillips liable for injuries caused by Pocahontas Steamship must fail and summary judgment will be granted in ConocoPhillips’ favor.

EXHIBIT A

<u>Case Number</u>	<u>Caption</u>	<u>Filed By</u>	<u>Doc. No.</u>	<u>Group</u>	<u>02-875 Mot. #</u>	<u>02-875 Resp. #</u>	<u>Law Firm that Filed Motion</u>
11-30253	Fexer et al v. A-C Product Liability Trust et al	Hess Tankship Company	147	Group 1	2041	2060	Thompson Hine
11-30253	Fexer et al v. A-C Product Liability Trust et al	Hess Tankship Company	148	Group 1	2041	2060	Thompson Hine
11-30253	Fexer et al v. A-C Product Liability Trust et al	Hess Tankship Company	155	Group 1	2041	2060	Thompson Hine
11-30490	Mazone et al v. A-C Product Liability Trust et al	Hess Tankship Company	81	Group 1	2041	2060	Thompson Hine
11-30490	Mazone et al v. A-C Product Liability Trust et al	Hess Tankship Company	82	Group 1	2041	2060	Thompson Hine
11-30490	Mazone et al v. A-C Product Liability Trust et al	Hess Tankship Company	86	Group 1	2041	2060	Thompson Hine
11-30664	Jones et al v. A-C Product Liability Trust et al	Dolphin Steamship Corporation	71	Group 2	1979	2060	Thompson Hine
11-30667	Jordan et al v. A-C Product Liability Trust et al	Hess Tankship Company	127	Group 1	2041	2060	Thompson Hine
11-30667	Jordan et al v. A-C Product Liability Trust et al	Hess Tankship Company	128	Group 1	2041	2060	Thompson Hine
11-30667	Jordan et al v. A-C Product Liability Trust et al	Hess Tankship Company	132	Group 1	2041	2060	Thompson Hine
11-30681	Kissen et al v. A-C Product Liability Trust et al	Hess Tankship Company	91	Group 1	2041	2060	Thompson Hine
11-30681	Kissen et al v. A-C Product Liability Trust et al	Hess Tankship Company	92	Group 1	2041	2060	Thompson Hine

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11-30681	Kissen et al v. A-C Product Liability Trust et al	Hess Tankship Company	97	Group 1	2041	2060	Thompson Hine
11-30845	Williams et al v. Foster Wheeler Company et al	Hess Tankship Company	98	Group 1	2041	2060	Thompson Hine
11-30845	Williams et al v. Foster Wheeler Company et al	Hess Tankship Company	99	Group 1	2041	2060	Thompson Hine
11-30845	Williams et al v. Foster Wheeler Company et al	Hess Tankship Company	104	Group 1	2041	2060	Thompson Hine
11-30946	Rose et al v. A-C Product Liability Trust et al	Hess Tankship Company	91	Group 1	2041	2060	Thompson Hine
11-30946	Rose et al v. A-C Product Liability Trust et al	Hess Tankship Company	93	Group 1	2041	2060	Thompson Hine
11-30946	Rose et al v. A-C Product Liability Trust et al	Hess Tankship Company	95	Group 1	2041	2060	Thompson Hine
11-30990	Shaw v. Foster Wheeler Company et al	Hess Tankship Company	98	Group 1	2041	2060	Thompson Hine
11-30990	Shaw v. Foster Wheeler Company et al	Hess Tankship Company	99	Group 1	2041	2060	Thompson Hine
11-30990	Shaw v. Foster Wheeler Company et al	Hess Tankship Company	101	Group 1	2041	2060	Thompson Hine
11-31030	Boden et al v. A-C Product Liability Trust et al	United Fruit S.S. Co.	118	Group 1	1978	2060	Thompson Hine
11-31057	Cintron v. A-C Product Liability Trust	Canterbury Shipping Corporation	140	Group 1	1980	2060	Thompson Hine
11-31061	Coalson et al v. A-C Product Liability Trust et al	Hess Tankship Company	97	Group 2	2041	2060	Thompson Hine

11-31061	Coalson et al v. A-C Product Liability Trust et al	Hess Tankship Company	98	Group 2	2041	2060	Thompson Hine
11-31061	Coalson et al v. A-C Product Liability Trust et al	Hess Tankship Company	101	Group 2	2041	2060	Thompson Hine
11-31152	Resendez et al v. A-C Product Liability Trust et al	Hess Tankship Company	95	Group 1	2041	2060	Thompson Hine
11-31152	Resendez et al v. A-C Product Liability Trust et al	Hess Tankship Company	96	Group 1	2041	2060	Thompson Hine
11-31152	Resendez et al v. A-C Product Liability Trust et al	Hess Tankship Company	102	Group 1	2041	2060	Thompson Hine
11-31226	Hartwell et al v. Foster Wheeler Company et al	Hess Tankship Company	118	Group 1	2041	2060	Thompson Hine
11-31226	Hartwell et al v. Foster Wheeler Company et al	Hess Tankship Company	120	Group 1	2041	2060	Thompson Hine
11-31226	Hartwell et al v. Foster Wheeler Company et al	Hess Tankship Company	126	Group 1	2041	2060	Thompson Hine
11-31288	Avakian et al v. A-C Product Liability Trust et al	Allied-Ashland Tankers, Inc.	105	Group 1	1981	2060	Thompson Hine
11-31503	Gallagher v. A-C Product Liability Trust et al	Allied-Ashland Tankers, Inc.	76	Group 1	1981	2060	Thompson Hine
11-31524	Hamilton v. A-C Product Liability Trust et al	Hess Tankship Company	82	Group 2	2041	2060	Thompson Hine
11-31524	Hamilton v. A-C Product Liability Trust et al	Hess Tankship Company	83	Group 2	2041	2060	Thompson Hine

11-31524	Hamilton v. A-C Product Liability Trust et al	Hess Tankship Company	84	Group 2	2041	2060	Thompson Hine
11-31528	Harmond et al v. A-C Product Liability Trust et al	Hess Tankship Company	89	Group 1	2041	2060	Thompson Hine
11-31528	Harmond et al v. A-C Product Liability Trust et al	Hess Tankship Company	90	Group 1	2041	2060	Thompson Hine
11-31528	Harmond et al v. A-C Product Liability Trust et al	Hess Tankship Company	97	Group 1	2041	2060	Thompson Hine
11-31910	Ingram et al v. A-C Product Liability Trust et al	Hess Tankship Company	80	Group 2	2041	2060	Thompson Hine
11-31910	Ingram et al v. A-C Product Liability Trust et al	Hess Tankship Company	81	Group 2	2041	2060	Thompson Hine
11-31910	Ingram et al v. A-C Product Liability Trust et al	Hess Tankship Company	84	Group 2	2041	2060	Thompson Hine
11-32065	Thomas v. A-C Product Liability Trust, et al	Hess Tankship Company	115	Group 1	2041	2060	Thompson Hine
11-32065	Thomas v. A-C Product Liability Trust, et al	Hess Tankship Company	116	Group 1	2041	2060	Thompson Hine
11-32065	Thomas v. A-C Product Liability Trust, et al	Hess Tankship Company	123	Group 1	2041	2060	Thompson Hine
11-32264	Mitchell et al v. A-C Product Liability Trust et al	Allied Ashland	98	Group 1	1981	2060	Thompson Hine
11-32278	Suits v. A-C Product Liability Trust et al	Allied-Ashland Tankers, Inc.	106	Group 1	1981	2060	Thompson Hine

11-32293	Orchard et al v. A-C Product Liability Trust et al	Hess Tankship Company	102	Group 1	2041	2060	Thompson Hine
11-32293	Orchard et al v. A-C Product Liability Trust et al	Hess Tankship Company	103	Group 1	2041	2060	Thompson Hine
11-32293	Orchard et al v. A-C Product Liability Trust et al	Hess Tankship Company	109	Group 1	2041	2060	Thompson Hine
11-32295	Bouchie et al v. A-C Product Liability Trust et al	Allied-Ashland Tankers, Inc.	99	Group 2	1981	2060	Thompson Hine
11-32306	Spencer et al v. A-C Product Liability Trust et al	Dolphin Steamship Corporation	95	Group 2	1979	2060	Thompson Hine
11-32391	Richardson v. A-C Product Liability Trust et al	Canterbury Shipping Corporation	127	Group 1	1980	2060	Thompson Hine
11-32518	Borg et al v. A-C Product Liability Trust et al	Dolphin Steamship Corporation	82	Group 1	1979	2060	Thompson Hine
11-32538	Jackson et al v. A-C Product Liability Trust et al	Hess Tankship Company	102	Group 1	2041	2060	Thompson Hine
11-32538	Jackson et al v. A-C Product Liability Trust et al	Hess Tankship Company	103	Group 1	2041	2060	Thompson Hine
11-32538	Jackson et al v. A-C Product Liability Trust et al	Hess Tankship Company	105	Group 1	2041	2060	Thompson Hine
11-32579	Bourbon et al v. A-C Product Liability Trust et al	Hess Tankship Company	62	Group 1	2041	2060	Thompson Hine

11-32579	Bourbon et al v. A-C Product Liability Trust et al	Hess Tankship Company	63	Group 1	2041	2060	Thompson Hine
11-32579	Bourbon et al v. A-C Product Liability Trust et al	Hess Tankship Company	68	Group 1	2041	2060	Thompson Hine
11-32679	Bise et al v. A-C Product Liability Trust et al	Hess Tankship Company	109	Group 1	2041	2060	Thompson Hine
11-32679	Bise et al v. A-C Product Liability Trust et al	Hess Tankship Company	111	Group 1	2041	2060	Thompson Hine
11-32679	Bise et al v. A-C Product Liability Trust et al	Hess Tankship Company	118	Group 1	2041	2060	Thompson Hine
11-32774	Schroeder et al v. Acands, Inc. et al	United Fruit Steamship Company	139	Group 1	1978	2060	Thompson Hine
11-32774	Schroeder et al v. Acands, Inc. et al	Canterbury Shipping Corporation	146	Group 1	1980	2060	Thompson Hine
11-32774	Schroeder et al v. Acands, Inc. et al	Hess Tankship Company	141	Group 1	2041	2060	Thompson Hine
11-32774	Schroeder et al v. Acands, Inc. et al	Hess Tankship Company	143	Group 1	2041	2060	Thompson Hine
11-32774	Schroeder et al v. Acands, Inc. et al	Hess Tankship Company	149	Group 1	2041	2060	Thompson Hine
11-33165	Sutherland v. A-C Product Liability Trust et al	Canterbury Shipping Corporation	140	Group 1	1980	2060	Thompson Hine
11-33165	Sutherland v. A-C Product Liability Trust et al	Hess Tankship Company	137	Group 1	2041	2060	Thompson Hine
11-33165	Sutherland v. A-C Product Liability Trust et al	Hess Tankship Company	139	Group 1	2041	2060	Thompson Hine
11-33165	Sutherland v. A-C Product Liability Trust et al	Hess Tankship Company	141	Group 1	2041	2060	Thompson Hine

11-33173	Ferrell v. Foster Wheeler Company et al	Hess Tankship Company	90	Group 1	2041	2060	Thompson Hine
11-33173	Ferrell v. Foster Wheeler Company et al	Hess Tankship Company	92	Group 1	2041	2060	Thompson Hine
11-33173	Ferrell v. Foster Wheeler Company et al	Hess Tankship Company	95	Group 1	2041	2060	Thompson Hine
11-33182	Hadsock v. A-C Product Liability Trust et al	Canterbury Shipping Corporation	105	Group 1	1980	2060	Thompson Hine
11-33182	Hadsock v. A-C Product Liability Trust et al	Hess Tankship Company	102	Group 1	2041	2060	Thompson Hine
11-33182	Hadsock v. A-C Product Liability Trust et al	Hess Tankship Company	104	Group 1	2041	2060	Thompson Hine
11-33182	Hadsock v. A-C Product Liability Trust et al	Hess Tankship Company	108	Group 1	2041	2060	Thompson Hine
11-33344	Reeves et al v. Alcoa et al	United Fruit S.S. Co.	81	Group 2	1978	2060	Thompson Hine
11-33487	Allen v. Foster Wheeler Company et al	Canterbury Shipping Corporation	117	Group 1	1980	2060	Thompson Hine
11-33579	Scott et al v. A-C Product Liability Trust et al	Canterbury Shipping Corporation	75	Group 1	1980	2060	Thompson Hine
11-33620	Darling et al v. A-C Product Liability Trust et al	Hess Tankship Company	114	Group 1	2041	133	Thompson Hine
11-33620	Darling et al v. A-C Product Liability Trust et al	Hess Tankship Company	118	Group 1	2041	133	Thompson Hine
11-33620	Darling et al v. A-C Product Liability Trust et al	Hess Tankship Company	123	Group 1	2041	133	Thompson Hine
11-33799	Preston et al v. A C S Industries, Inc. et al	Hess Tankship Company	83	Group 1	2041	2060	Thompson Hine

11-33799	Preston et al v. A C S Industries, Inc. et al	Hess Tankship Company	86	Group 1	2041	2060	Thompson Hine
11-33799	Preston et al v. A C S Industries, Inc. et al	Hess Tankship Company	92	Group 1	2041	2060	Thompson Hine
11-55427	Mcdougall v. Foster Wheeler Company	Hess Tankship Company	67	Group 1	2041	2060	Thompson Hine
11-55427	Mcdougall v. Foster Wheeler Company	Hess Tankship Company	71	Group 1	2041	2060	Thompson Hine
11-55427	Mcdougall v. Foster Wheeler Company	Hess Tankship Company	74	Group 1	2041	2060	Thompson Hine
11-58088	Miller v. Amerada Hess Corp.	Hess Tankship Company	72	Group 1	2041	2060	Thompson Hine
11-58088	Miller v. Amerada Hess Corp.	Hess Tankship Company	74	Group 1	2041	2060	Thompson Hine
11-58088	Miller v. Amerada Hess Corp.	Hess Tankship Company	75	Group 1	2041	2060	Thompson Hine
11-58643	Alexander et al v. Foster Wheeler Company	United Fruit S.S. Co.	72	Group 1	1978	2060	Thompson Hine

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